

CONTRACT FOR FIXED FEE SERVICES

This contract is entered into by Pahrump Community Library ("Sponsor") and The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University").

1. CONTRACT TERM. Notwithstanding the dates upon which it is executed by the parties, this Contract shall be effective from 11/15/2025 to 04/15/2026

2. SCOPE OF WORK AND CONSIDERATION. The parties agree that University will provide the services specified: Update to the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook, as outlined in the 8/2/2025 attached proposal (Exhibit A).

3. PAYMENT. Sponsor will pay the University a fee not-to-exceed \$ 9,000.00 for services provided ("Total Agreement Price"). Sponsor agrees to pay University fifty percent (50%) (\$4,500.00) due and payable to University immediately upon execution of the Agreement and receipt of University's invoice; and (2) fifty percent (50%) upon University's substantial completion of the Services and receipt of University's invoice. All of University's obligations under this Agreement shall be automatically tolled if payment is not received by University in accordance with the due dates listed herein. Payments not received by University within thirty (30) days of the due date(s) are considered past due.

Sponsor understands and expressly agrees this is a firm fixed price Agreement. University is under no obligation to provide Sponsor with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Services as a condition of payment. University will not request additional funds if University's cost to complete the Services exceeds the Total Agreement Price, and no portion of the Total Agreement Price will be returned to Sponsor upon University's completion of the Services (even if University's cost to complete the Services is less than expected).

4. ASSENT. The parties agree that any attachments are incorporated by reference and are part of this Contract. Absent a written amendment to this Contract, the parties further agree the Contract provisions prevail over the provisions that may appear in any attachment.

5. TERMINATION FOR CONVENIENCE. Either party shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this agreement at any time and for any reason. In the event of termination, all unpaid sums owed to University for work completed shall be immediately due and payable as of the date of termination.

6. TERMINATION FOR DEFAULT. In the event of a default, the non-defaulting party may elect to continue the contract or to terminate it. If termination is elected, the non-defaulting party shall give the defaulting party written notice of termination, which shall be effective upon receipt by the defaulting party. All unpaid sums owed to University for work completed shall be immediately due and payable as of the date of termination. If continuation is elected, the non-defaulting party shall give the defaulting party written notice of the default and the defaulting party shall then have thirty (30) days to cure said default. If the defaulting party fails to cure the default within the thirty (30) day period, the Contract shall be terminated.

7. DEFAULT DEFINED:

7.1 By University: University shall be in default if any of the following occur:

7.1.1: Failure to timely deliver the services specified in Exhibit A in a timely manner, if the Agreement provides that time is of the essence.

7.1.2: Failure to provide services that conform to the specifications set forth in Exhibit A.

7.1.3: Loss of any license necessary for providing the services set forth in Exhibit A.

7.2 By Sponsor

7.2.1: Failure to timely pay any sum due and owing University.

8. LIMITED LIABILITY. Neither party will be liable for punitive damages or liquidated damages. Damages for any default or breach by Pahrump Community Library shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to University, for the fiscal year budget in existence at the time of the default or breach.

9. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or other infections accidents, act of public enemy, accidents, fires, explosions, or acts of God. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused part is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10. INDEMNIFICATION. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall indemnify, defend and hold harmless Pahrump Community Library from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the University or any of its regents, officers or employees, which may occur during or which may arise out of the performance of the Contract. The University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$200,000.00 per cause of action.

Sponsor shall indemnify, defend and hold harmless University, its regents, officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Pahrump Community Library or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

11. INDEPENDENT CONTRACTOR. Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the Parties hereto, it being understood that each Party is acting as an independent contractor, and neither Party shall have the authority to bind the other or the other's representatives in any way. Neither University, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the Pahrump Community Library.

12. LICENSES AND INSURANCE. The Nevada System of Higher Education is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. University shall also procure, pay for and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by University to provide the goods or services required by this Contract. University agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

13. WAIVER OF BREACH. Failure to declare a breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights and remedies as to any other default or breach.

14. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

15. ASSIGNMENT/DELEGATION. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

16.

PUBLIC RECORDS. The obligations set forth in this Contract are subject to the University's obligations to comply with the State of Nevada Public Records Act, NRS 239.001 to NRS 239.340. Pursuant to Chapter 239 of the Nevada Revised Statutes, this Contract may be open to public inspection and copying.

17. GOVERNING LAW; JURISDICTION. This contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

18. FUNDING OUT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period to fund the operation or program from which services for this agreement are produced, then this agreement shall terminate on the last day of the fiscal period for which appropriations were received without constituting a breach by University.

19. ACKNOWLEDGEMENT, EXECUTION & PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

Recommended by:

Greg Mosier, Dean, The College of Business

Date

For the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, College of Business

Kara Griffin, Associate Vice President –
Business & Finance

Date

Representative, Pahrump Community Library

Date



University Center for Economic Development

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<http://www.unr.edu/business/research-and-outreach/uced>

Update to the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook

A Proposal by the University Center for Economic Development

August 2, 2025

**Prepared by: Frederick Steinmann, DPPD
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PROJECT PROPOSAL

SECTION 1: PROPOSAL INTRODUCTION

Title:	Update to the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook
Primary Investigator:	Mr. Finn Breuner, University Center for Economic Development
Duration:	Five Months
Amount Requested:	\$9,000

SECTION 2: BACKGROUND

Overview

In mid-2025, representatives from the Pahrump Community Library contacted the University Center for Economic Development, part of the College of Business at the University of Nevada, Reno, regarding a possible update to the Pahrump Community Library Policies Handbook and the Pahrump Community Library Personnel Policy Handbook. This University Center for Economic Development proposal outlines the scope of work proposed to update and revise both handbooks.

SECTION 3: PROPOSAL OVERVIEW

Scope of Work

- University Center for Economic Development faculty and staff will begin by transcribing the current versions of both the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook into an electronic word processing software (i.e. Microsoft Word) to facilitate reorganization of each handbook and subsequent revision of each section of both workbooks.
- Once the electronic transcription of the current versions of both the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook have been completed, University Center for Economic Development faculty and staff will facilitate up to eight separate review sessions with the Pahrump Community Library Director and other key personnel to review each section of both the Pahrump

Community Library Policies Handbook and the Pahrump Community Library Personnel Policy Handbook. The purpose of these review sessions (likely to be completed virtually) will be to gather information on potential changes to each handbook for inclusion into a final and revised set of handbooks. Each review session will last up to approximately two hours. In addition to information collected from Pahrump Community Library personnel during the review sessions and through other communications, suggested revisions to various sections in each handbook will be provided by assigned University Center for Economic Development and other College of Business/University of Nevada, Reno faculty and staff. Any suggested revisions to any part of either handbook will be first presented to the Pahrump Community Library Director and other personnel during these review sessions.

Note: The University Center for Economic Development is currently (as of the date of this proposal) engaged with the Pahrump Community Library to develop a new five-year organizational strategic plan. As part of this strategic planning effort, a new set of organizational core values, mission statement, and vision statement are currently being developed. Elements of this strategic planning effort, including but not limited to the new core values, new mission statement, and new vision statement for the Pahrump Community Library, may be incorporated into either or both the revised Pahrump Community Library Policies Handbook and the revised Pahrump Community Library Personnel Policy Handbook as appropriate.

- In addition to the information collected from the individual review sessions with the Pahrump Community Library Director and other key personnel, University Center for Economic Development faculty and staff will work collaboratively with representatives from the Pahrump Community Library to identify relevant statutes and chapters within the Nevada Revised Statutes and complete a comprehensive review of these relevant statutes for inclusion into either/both the Pahrump Community Library Policies Handbook and/or the Pahrump Community Library Personnel Policy Handbook. These statutes have been identified by the Nevada State Library, Archives, and Public Records Division of the Nevada Department of Administration as most critical to the operations of public libraries in Nevada and include:
 - Nevada Revised Statutes Chapter 233, *Nevada Equal Rights Commission*
 - Nevada Revised Statutes Chapter 241, *Meetings of State and Local Agencies*
 - Nevada Revised Statutes Chapter 248, *Sheriffs*
 - Nevada Revised Statutes Chapter 281A, *Ethics in Government*
 - Nevada Revised Statutes Chapter 288, *Relations Between Governments and Public Employees* (with specific focus on general provisions of Chapter 288 pertaining to Local Government Employers)

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- Nevada Revised Statutes Chapter 354, *Local Financial Administration*
 - Nevada Revised Statutes Chapter 378, *State Library, Archives and Public Records*
 - Nevada Revised Statutes Chapter 379, *Public Libraries*
 - Nevada Revised Statutes Chapter 380, *Law Libraries*
 - Nevada Revised Statutes Chapter 426, *Persons with Disabilities*
 - Nevada Revised Statutes Chapter 613, *Employment Practices*

A brief description of each statute listed above will be incorporated into the revised Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook with individual Uniform Resource Locator (URL) website address links provided to the relevant and specific page maintained by the Nevada State Legislature (<https://www.leg.state.nv.us/nrs/>).

Note: The University Center for Economic Development and any University Center for Economic Development and/or other College of Business/University of Nevada, Reno faculty and staff member is not capable or permitted to provide legal advice. Any draft and/or final version of the revised handbooks should be reviewed by the appropriately delegated legal counsel for the Pahrump Community Library for review and comment.

- University Center for Economic Development faculty and staff, working collaboratively with representatives from the Pahrump Community Library, will research and provide a detailed overview and summary of applicable codes of professional conduct and ethics relevant to public libraries, public library systems, library directors, and other library staff operating throughout the state of Nevada. These applicable codes of professional conduct and ethics are ‘industry standards’ and are meant to be recommendations and guidelines that serve as resources for library professionals and for state and public libraries operating throughout the state of Nevada. While this list of applicable codes of professional conduct and ethics may change during the course of this project, University Center for Economic Development faculty and staff propose this *initial* list of professional associations and codes of professional conduct and ethics:
 - American Library Association; American Library Association Code of Ethics
 - The Association for Rural & Small Libraries
 - Nevada Commission on Ethics; Nevada State Code of Administrative Ethics

While other professional associations and codes of professional conduct and ethics may be applicable (for example, the American Society of Public Administration and the American Society of Public Administration Code of Ethics), University Center for Economic Development faculty and staff will focus their primary efforts on researching and providing a comprehensive summary of the American Library Association, the Association for Rural & Small Libraries, and the Nevada Commission on Ethics and each organization's existing code of ethics and standards of professional conduct. In addition to providing a detailed overview and summary of applicable codes of ethics and standards of professional conduct, University Center for Economic Development faculty and staff will also include, when appropriate, contact information for these organizations and associations (and any other organization included as part of this research and analysis), information on seeking opinions and filing complaints, and information on additional resources that each organization (and any other organization included as part of this research and analysis) might provide to interested parties. University Center for Economic Development faculty and staff will also provide individual Uniform Resource Locator (URL) website address links for each relevant professional code of conduct and ethnics.

- In partnership with representatives from the Pahrump Community Library, University Center for Economic Development faculty and staff will also review, update, and revise any exhibits, diagrams, or other graphic and/or visual elements currently present in either the Pahrump Community Library Policies Handbook or the Pahrump Community Library Personnel Policy Handbook. This effort may include, but is not limited to, a revised layout/diagram of the Pahrump Community Library's physical space and current location and organizational chart.

Deliverables

- University Center for Economic Development faculty and staff will produce two draft (for review) and final versions (for publication) of two University Center for Economic Development technical reports, one for the revised Pahrump Community Library Policies Handbook and one for the revised Pahrump Community Library Personnel Policy Handbook. Both University Center for Economic Development technical reports will consist of a comprehensive summary of the work completed as part of the scope of work as outlined in this project proposal. The two draft technical reports will be provided to representatives from the Pahrump Community Library for review and any suggested changes, comments, revisions, additions, or subtractions to either draft will be incorporated into the final versions of each University Center for Economic Development technical report. Once completed and once each revised handbook has been reviewed and approved by the Pahrump Community Library Board of Trustees, the University Center for Economic will provide up to two (2) printed and bound copies of each technical report along with electronic copies. The electronic copies will be provided in both PDF and suitable word processing (i.e. Microsoft Word) formats so that the Pahrump Community Library can make additional copies for Library personnel and key

stakeholders and update sections as policies in either handbook are amended, changed, and/or updated.

Travel and Presentations

- University Center for Economic Development faculty and staff agree to make themselves available for up to two (2) public and/or quasi-public meetings and/or presentations, in-person, to present an overview of the final handbooks as outlined in this proposal and the included scope of work. These presentations may include, but are not limited to, the Pahrump Community Library Board of Trustees or other boards, commissions, and/or groups determined appropriate by representatives of the Pahrump Community Library. These presentations will be limited to the scope of work as outlined in this University Center for Economic Development project proposal.

PROPOSED BUDGET

SALARIES, WAGES, and BENEFITS:

Dr. Frederick Steinmann	\$ 1,500
UCED/College of Business Faculty Member	\$ 1,800
UCED/College of Business Faculty Member	\$ 1,800
UCED Graduate and/or Undergraduate Researcher	\$ 1,000
UCED Graduate and/or Undergraduate Researcher	\$ 1,000

TOTAL SALARIES, WAGES, and BENEFITS	\$ 7,100 (Includes Fringe)
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OPERATIONS and TRAVEL

Operations and Materials	\$ 725
Travel	\$ 725
University Administrative Fee (5.0%)	\$ 450

TOTAL OPERATIONS and TRAVEL	\$ 1,900
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<u>TOTAL COST</u>	<u>\$ 9,000</u>
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PRIMARY INVESTIGATOR and CO-INVESTIGATOR BIO

Dr. Frederick Steinmann (Co-Primary Investigator): Frederick is the Director of the University Center for Economic Development and is the Principal Investigator of the Nevada Lithium Batteries and Other Electric Vehicle Materials Regional Technology and Innovation Hub project. Frederick has significant professional expertise in strategic planning, redevelopment, land use planning, public policy, and economic development. Frederick has previously worked on several successful strategic planning processes in Nevada and California, including a Comprehensive Economic Development Strategy for the Northeastern Nevada Regional Development Authority and the Southwest Central Regional Economic Development Authority, several organizational and strategic planning projects including a new five-year organizational and community strategic plan for the City of Elko in Elko County, Nevada, and a number of community needs assessment studies. Previously, Frederick has worked for the City of Reno (NV) Redevelopment Agency, the Nevada Small Business Development Center, and the City of Carson (CA) Business Services Development Department and Carson (CA) Redevelopment Agency. Frederick earned the William A. Carlson Fellowship from the California Redevelopment Association in 2008 and has provided technical assistance regarding the formation of a redevelopment district to several communities throughout Nevada as a current Research Professor with the University Center for Economic Development. Frederick holds a Bachelor of Science in Economics and a Masters of Science in Economics from the University of Nevada, Reno and a Doctorate in Policy, Planning and Development from the University of Southern California.

ABOUT THE UNIVERSITY CENTER FOR ECONOMIC DEVELOPMENT

The University Center for Economic Development (UCED) in the College of Business at the University of Nevada, Reno was established in the fall of 1992 in response to the growing need within the state for economic development research, technical assistance and educational services. UCED's primary objective is fostering economic development throughout Nevada by making the extensive resources of the University of Nevada, Reno available to organizations and areas that can benefit from job and income creation and job retention efforts.